

Union agrees to perform all of the provisions of the Agreement hereinabove referred to.

This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers, and assigns of the individual employer, including any name or style to which business is conducted with respect to work covered by this Agreement.

It is the intention of the undersigned to enforce the provisions of this Agreement only to the extent permitted by law. Except as set forth below, the individual employer waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term, or during the term of any future modifications, changes, amendments, supplements, extensions, or renewals of or to said Master Agreement, or to file or process any petition before the National Labor Relations Board seeking such termination, abrogation, repudiation or cancellation.

This Agreement shall remain in full force and effect until June 30, 2002, and shall continue thereafter for the term of any future modifications, changes, amendments, supplements, extensions, or renewals of or to said Master Agreement which may be negotiated between the parties thereto unless either party to this Memorandum Agreement gives written notice to the other of the desire to change or cancel not more than ninety (90) days nor less than sixty (60) days prior to June 30, 2002, or June 30th of any year in which the Master Agreement may terminate.

Dated: This 23 day of MARCH 2000 Effective: This 23 day of MARCH 2000

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

By Archie Thomas 36517  
Archie Thomas, Business Manager

LOCAL UNION NO. 139

By Daniel George Field Rep  
Title

L159E

6/99 ORIGINAL 2

By Karl Schultz Access Subcut  
(Name of individual employer and/or Association)

By DK  
(Signature of individual employer or Authorized Representative)

Title owner  
(Owner, Partner, Foreman, etc.)

Contractor's License No. 768985

Address 9145 Cypress Ave

City & State Cotati, CA Zip 94531

Telephone Number and Code (707) 792-7765

### MEMORANDUM AGREEMENT

It is hereby mutually understood and agreed by and between the undersigned individual employer and the Northern California District Council of Laborers for and on behalf of all affiliated Local Unions in the 46 Northern California Counties hereinafter referred to as Union that for and in consideration of services performed and to be performed by Laborers for the individual employer, the individual employer agrees to comply with all wages, hours, and working conditions set forth in the Laborers' Master Agreement for Northern California June 26, 1999 (through June 30, 2002) (which agreement is incorporated herein by reference and a copy of which has been delivered to me and receipt of which is hereby expressly acknowledged), which amends, modifies, supplements and renews each and every, all and singular previous Laborers' Master Agreements or individual employer Memorandum Agreement in the construction industry in the 46 Northern California Counties and any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master Agreement which may be negotiated between the parties thereto for the term thereof.

The individual employer and/or association by executing this Memorandum Agreement continues to be bound by each and every of the Memoranda previously signed by said individual employer and/or association, if any, for all work performed by said individual employer as described in said Master Agreement and as covered by said Master Agreement regardless of the name or style or method of organization of any individual employer entity and specifically applies to any company, firm or corporation in the construction industry with which or to which the undersigned has any connection of any nature or kind whatsoever. The undersigned individual employer or association hereby voluntarily recognizes the Union as the majority collective bargaining representative of all employees employed by said individual employer or by members of the signatory association performing work covered by this Agreement at all jobsites located within the 46 Northern California Counties agrees that the Union has demonstrated that it is the majority representative of such employees in an appropriate collective bargaining unit.

The individual employer agrees to pay all sums of money for each hour paid for or worked by employees performing work covered by said Master Agreement to each and every all and singular of the Trust Funds specified in said Master Agreement, at their respective offices in San Francisco, Calif. and to accept and assume and be bound by all of the obligations of any trust agreement, plans, or rules of any amendments, modifications, or changes, thereof made by the parties thereto as are now or may hereafter be imposed upon any individual employer by or pursuant to any such trust, trust fund or plan as set forth in the Master Agreement or any applicable trust agreement, including the obligation to pay liquidated damages and other sums due upon delinquency as provided in said trust agreements. The individual employer agrees to provide copies of each of said trust agreements.

The individual employer further agrees that he or she does irrevocably designate and appoint the Employer Members of said Trust Fund and Plan mentioned in the Master Agreement as his or her attorney in fact for the selection, removal, and substitution of trustees or board members as provided in the trust agreements or plans or as may be hereafter provided by or pursuant to said trust agreements or plans.

Notwithstanding any provision of the Master of this Agreement, it is understood that the individual employer is required to give written notice to the Union, 402 - 37th Street, Richmond, California 94805, of the name or names of any entity, person, firm, or corporation engaged in the construction industry with which the undersigned becomes or is now connected and any change of name or style in which the undersigned will be or is engaged in the construction industry in the territory covered by said Master Agreement. Such written notice must be given no less than 10 days prior to the date of any such change of name or style, new corporation, change of corporation status, creation or formation of any entity, etc.

Notwithstanding any provisions of the Master Agreement or this Agreement, the Union reserves the right to strike (provided however, that no aspect of this agreement, including its enforcement, may be enforced by or subject to strike action) or process the dispute through the grievance procedure, or both, the individual employer for alleged contract violations or breach of this Agreement and such strike shall not be deemed a breach of contract by the Union. Submission of any grievance involving the undersigned individual employer shall be to the permanent neutral arbitrator provided in the grievance procedure of the Master Agreement. Claims for unpaid wages or trust fund contributions may be submitted to the Labor Commission at the sole option of the Union or the appropriate trust fund at anytime, in addition to any other remedy provided by the Master Agreement or this Agreement or by law.

EXHIBIT B